



RIGHT-OF-WAY PERMIT APPLICATION

Liberty Lake Planning & Community Development
22710 E. Country Vista Blvd., Liberty Lake WA 99019
Phone: (509) 755-6707 Fax: (509) 755 6713
Website: www.libertylakewa.gov

PROJECT ADDRESS:	PROJECT TYPE:
APPLICANT:	PHONE:
MAILING ADDRESS:	
(Street)	(City / State) (Zip)
CONTRACTOR:	LICENSE #:
CONTACT NAME:	PHONE:
MAILING ADDRESS:	
(Street)	(City / State) (Zip)

The undersigned hereby applies for permission to:

Anticipated Work Start Date: _____

The estimated time required for completion, including restoration, of the above work is _____ days which the petitioner agrees to prosecute with all diligence and speed with due regard for the rights, interests, and conveniences of the public. Petitioner further agrees to perform the work in strict compliance with the provisions enumerated on the permit and states that he has read and will adhere to the general provisions applicable to permits contained on the reverse side of this form. The undersigned guarantees that if the backfill, street surfacing or improvement fails within two (2) years from the date of final inspection by the City of Liberty Lake, they shall pay the cost of the City for making repairs or restoration of the roadway and improvements. In consideration of the granting of this permit it is agreed by the applicant that the City of Liberty Lake and any officer or employee thereof shall be saved harmless by the applicant from any liability of responsibility for any accident, loss, or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that any of said liabilities are hereby assumed by the applicant. It is further agreed that if any part of this installation interferes with the future use of the highway by the general public, it must be removed or relocated, as designed by the City Engineer at the expense of the permittee or his successor in interest.

Applicant's Signature

Printed Name

Date

*** FIVE BUSINESS DAYS NOTICE IS REQUIRED FOR PERMITS AND TRAFFIC CONTROL PLANS MUST BE SUBMITTED. CALL 1(800) 424-5555 FOR LOCATE SERVICES AT LEAST 3 DAYS PRIOR TO COMMENCING DIGGING AFTER PERMIT IS GRANTED !**

NOTE: THE FINE FOR WORKING IN THE RIGHT-OF-WAY WITHOUT A PERMIT IS \$250.00

(P&CD DEPT. OFFICE USE ONLY)

ROW PERMIT STATUS: APPROVED _____ DENIED & REASON _____

REVIEWED BY: _____ DATE: _____ PERMIT FEE: _____

INSTRUCTIONS FOR RIGHT-OF-WAY PERMIT APPLICANTS

Applicants for permits to occupy City property with utilities, or holders of franchise rights contemplating work upon, along, over, under, or across any City road, bridge, wharf, trestle, public place, street, avenue, or alley on property in the City, shall first file with the City of Liberty Lake Planning & Community Development Department, their application to do such work.

Applications shall be in triplicate and accompanied by drawings, also in triplicate. Drawings shall be to a working scale showing position and location of work, names or numbers and widths of roads, streets, etc., showing their location in plats, or subdivisions of sections, township, and range, showing the relative position of such work to existing utilities constructed, laid, installed, or erected upon such roads, streets, or public places and shall include a traffic control plan.

The applicant shall specify the type of construction by submitting plans showing the class of material and the manner in which the work is to be accomplished. All such materials and equipment shall be of the highest quality and the manner of excavation, fills, construction, installation, erection of temporary structures, traffic turnouts, road construction, barricades, etc., shall meet with provisions of (WAC 136.40) and the City of Liberty Lake. Signs, barricades, and traffic control in the vicinity of the work shall strictly conform to provisions of "The Manual on Uniform Traffic Control Devices to Streets and Highways." The applicant shall pay to the City all costs of and expenses incurred in the examination, inspection, and supervision of such work on account of the granting of said permits.

The actual location of the work to be done under this permit, its depth below or above surface or grade of any City structure, road, street, avenue, alley, or public place shall be approved by the City of Liberty Lake or designated representative.

PERMIT CONDITIONS

1. The petitioner designated herein as the "grantee" his successors and assigns, shall have the right and authority to enter upon the right of way of the City road, street, alley, public place, or structure as indicated on this form, for the purpose of doing such work as applied for, and approved by the City of Liberty Lake.
2. The location, type of work, materials and equipment used, manner of erection or construction, safeguarding of public traffic during work or after doing same, mode of operation and manner of maintenance of project petitioned for, shall be approved by the City prior to start of work and shall be subject to the inspection of the City so as to assure proper compliance with the terms of this permit.
3. The grantee shall commence work within one (1) week after the granting of this permit. If at the end of the stated completion date grantee shall have not completed the installation, then the rights herein conferred shall cease and terminate. Grantee will then be obligated to apply for a new permit if work is not accomplished within allotted working days.
4. The grantee shall leave all roads, streets, alleys, public places, and structures after installation and operation or removal of utility, in as good and safe a condition in all respects as same were in before commencement of work by grantee.
5. In case of any damage to any roads, streets, public places, structures, or public property of any kind on account of said work by the grantee, he will at once repair said damage at his own sole cost and expense.
6. The City or designated agents or representatives, may do, order, or have done any and all work considered necessary to restore to a safe condition any street, alley, public place, or structure which is in a condition dangerous to a life or property resulting from the Grantee's facility or its installation as permitted herein, and upon demand the grantees shall pay to the City all costs of such work and material.
7. If at any time the City deems it advisable to widen, grade, regrade, plank, pave, improve, alter, or repair any road, street, public place, or structure, the grantee upon written notice by the City, or designated representative or agents, will at his own sole cost and expense, raise, lower, change, move, or reconstruct such installations conform to the plans of work contemplated or ordered by them.
8. If upon written notice by the City the grantee fails to relocate any portion or all of the project as granted under this permit, the City, its agents or representatives may do any work at the cost and expense of the grantee, and all costs to remove or reconstruct same, shall be borne by the grantee.
9. All such changes, reconstruction or relocation by the grantee shall be done in such manner as will cause the least interference with any of the City's work and shall be subject to the same provisions which control an original installation. The City shall in no way be held liable for any damage to the grantee by reason of any such work by the City, its agents or representatives, or by the exercise of any rights by the City upon roads, streets, public places, or structures in question. The grantee shall have twenty-four (24) hours written notice by the City or designated representatives or agents of any blasting contiguous to the grantee's permit rights in order that he may protect his interests.
10. This grant or privilege shall not be deemed or held to be an exclusive franchise, nor prohibit the City from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the City from using any of its roads, streets, public places for any and all public use, or affect its jurisdiction over all or any part of them.
11. All the provisions, conditions, regulations, and requirements herein contained shall be binding upon the successors and assigns of the grantee and all privileges of the grantee shall inure to such successors and assigns as if they were specifically mentioned.
12. The City may revoke, annul, or terminate this permit if grantee fails to comply with any or all of its provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given him or if the work herein permitted is not installed or operated and maintained in conformity herewith or at all.
13. The City Council of Liberty Lake may at any time, change, amend, modify, amplify, or terminate any of the conditions herein enumerated so as to conform to any state statute or City regulation pertaining to the public welfare, safety, health, or highway regulations as are or may hereinafter be enacted, adopted, or amended, etc. The Council may terminate this permit if grantee fails to comply with any such changes.
14. Petitioner by accepting this permit agrees to notify and check with all utilities regarding their installations before commencing work, together with private property owners when such property is liable to injury or damage through the performance of such work, and the applicant shall make all necessary arrangements relative to the protection of such property and / or utilities.
15. In accepting this permit the petitioner, his successors and assigns agree to protect and save harmless the City from all claims, actions, or damages of any kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of right of way or public place or public structure, and in case any such suit or action is brought against said City for damages arising out of or by reason of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them or commencement of such action defend the same at his or their sole cost and expense and will fully satisfy any judgment after the said suit or action shall have finally been determined if adversely to the City.